



**SEMINOLE COUNTY**

***Department of Fiscal Services  
Purchasing Division***

**CHAPTER 220  
PURCHASING CODE**

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## **Chapter 220**

### **PURCHASING CODE**

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### **PART 1 PURCHASING CODE**

#### **ARTICLE I GENERAL PROVISIONS**

##### **Sec. 220.1 Reserved**

##### **Sec. 220.2 Applicability and exclusions.**

The provisions of Chapter 220 shall apply to contracts for the procurement of supplies, services, and construction, entered into by the County. It shall apply to every expenditure of public funds by the County for public Purchasing irrespective of its source. When the procurement involves the expenditure of Federal or State assistance or contract funds, the procurement shall be conducted in accordance with any applicable mandatory Federal or State law and regulation, which are not reflected in Chapter 220. All procurement under this Chapter shall comply with all applicable provisions of Chapters 119 and 286, Florida Statutes, regarding Public Records and Government in the Sunshine. Nothing in Chapter 220 shall prevent the County from complying with the terms and conditions of any grant, gift or bequest, which are otherwise consistent with law. Chapter 220 shall not apply to:

(a) Agreements between the Board of County Commissioners and nonprofit organizations or governmental entities including the procurement, transfer, sale or exchange of goods and/or services.

(b) Procurement of direct pay items including: dues and memberships in trade or professional organizations; subscriptions for periodicals; advertisements; postage; expert witnesses; abstracts of titles for real property; closing costs and processing fees for acquisitions; title insurance for real property; water, sewer, and electrical utility services; copyrighted books and videos; and fees and costs of job-related seminars and training, catering service fees, licenses, permits, approved travel expenses for County employees, non-recurring direct pay items that are not capital items.

(c) Realproperty.

(d) Goods and/or services given, or accepted by the County via grant, gift or bequest.

(e) Goods purchased with petty cash in accordance with established County procedures.

(f) Purchases from State of Florida State Term Contracts, SNAPS Contract, Pride of Florida, Respect, Public Agencies Cooperative Contracts or Federal GSA Contracts.

(g) Blanket purchase orders issued against an annual bid on an annual basis wherein the exact quantity of items or identification of specific items cannot be determined in advance. Such purchases, transactions, and expenditures shall be authorized by the Purchasing Manager or designee.

(h) Items purchased for resale to the general public.

(§ 1.2, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97.

### **Sec. 220.3 Title.**

Chapter 220 shall be known as, and may be cited as, "The Seminole County Purchasing Code." The authority to issue and/or revise this Code (Part 1, Chapter 220) is reserved to the Board of County Commissioners.

(§ 2, Ord. No. 76-15, 6-29-76; § 2, Ord. No. 78-26, 10-24-78; § 1.3, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

### **Sec. 220.4 Definitions.**

(a) **Administrative Code and Internal Procedures of Purchasing and Contracts:** Those promulgated directives, such as a Purchasing procedures manual, having general or particular applicability designed to implement or interpret policy or describing organization, procedure, or practice requirements. The Board of County Commissioners has the authority to make changes to the Purchasing provision contained in the Administrative Code by Resolution.

(b) **Agreement:** The written agreement between County and contractor covering the work to be performed; other law of contracts.

(c) **Amendment:** A modification, deletion, or addition to an executed contract or work order, by means of a formally executed document signed by both parties.

(d) **Approved Fixed Asset Amount:** Fixed assets for which the original acquisition cost or value is SEVEN HUNDRED FIFTY AND NO/100 DOLLARS (\$750.00) or greater.

(e) **Bid:** A formal written price offer by a vendor to the County to furnish specific goods or services in response to an Invitation for Bids or a multi-step bidding procedure.

(f) **Bid Award:** Award of a bid for which funds have lawfully been appropriated by the Board.

(g) **Blanket Purchase Order:** A purchase order under which a vendor agrees to provide goods or services to a purchaser on a demand basis; the purchase order generally establishes a maximum dollar limit, prices, terms, conditions, and the period covered, with no specified quantities; shipments are to be made as required by the purchaser.

(h) **Board:** The Board of County Commissioners of Seminole County, Florida.

(i) **Business:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any other private legal entity.

(j) **Capital Improvement Project:** Any public improvement which the County undertakes, including the construction or reconstruction in whole or in part, of any building, road, highway, street improvements, physical plant, structure, or facility necessary in carrying out the functions of County government.

(k) **Capital Item/Equipment:** Tangible Personal Property with normal expected life of one year or more which is not fixed in place and not part of a structure or facility and which is not consumed in use.

(l) **Certificate of Contract Completion Acceptance:** A form which indicates that a project has been satisfactorily completed and the contractor has paid all labor, materials and other charges against the project in accordance with the terms of the Contract.

(m) **Certificate of Insurance:** A document which is provided by the contractor/consultant to show proof of insurance according to the County requirements.

(n) **Change Order:** A written instrument issued on or after the effective date of the formal written contract or purchase order, which, when duly executed by County and contractor, amends the contract documents to provide for changes in the work or in the provisions of the contract documents, or changes in contract price or contract time, or any combination thereof. A change order to a purchase order must be processed for all changes that affect the original dollar amount by an increase of FIFTY AND NO/100 (\$50.00) or 25% of the original dollar amount, whichever is less.

(o) **Construction:** The process of building, altering, repairing, improving, or demolishing any public structure or building, or other improvements of any kind to any public real property. It does not include the routine operation, repair, or maintenance of existing structures, buildings, or real property.

(p) **Contract:**

(1) Deliberate written agreement between two or more competent parties to perform or not perform a specific act or acts,

(2) Any type of agreement, (regardless of what it is called), for the procurement or disposal of goods, services or construction in exchange for money or other consideration.

(q) **Contract Types:** The contract types listed below with their major subject content may be utilized as a guide in preparing contracts.

(1) Payable - A contract in which the Board issues payments to other parties for goods, services or construction. All payable contracts, except interlocal agreements, must be processed by the Purchasing Division and approved by the County Attorney's Office.

(2) Receivable - A contract which generates revenue for the Board.

(3) Master Contracts - A contract that is for a period of more than one year, the terms and conditions of which have been approved by the Board, or its authorized representative, and which involves both "not to exceed" dollar amounts and time frames.

(r) **Contracting Officer:** Any person duly authorized, by the provision of the Seminole County Code or the Seminole County Administrative Code to enter into, execute, administer and make written determinations regarding contracts. The term also includes an authorized representative acting within the limits of delegated authority.

(s) **Contractor/Other Party:** Any person, vendor, business or firm having a contract with the County.

(t) **County:** Seminole County, Florida, its Board of County Commissioners, and persons duly authorized to act on behalf of the Board.

(u) **Consulting Services:** All other services not included under the definition of professional services for CCNA.

(v) **Consultants Competitive Negotiation Act (CCNA); Florida Statutes, Section 287.055:** Acquisition of architectural, engineering, landscape architectural, or surveying and mapping services.

(w) **Custodian:** The Clerk of the Circuit Court is custodian for all original executed contracts, bids and proposals.

(x) **Debarment:** The exclusion, for cause, of a vendor or contractor from bidding and/or receiving a contract to do business with the County.

(y) **Design/Build:** A single contract with a firm for the design and construction of a capital improvement construction project.

(z) **Designee:** A duly authorized representative of a person holding a superior position.

(aa) **Direct Payment System:** A system which provides for payment of invoices of miscellaneous and minor expenses that are non-recurring and noncapital items, which is for legitimate public purpose and is within budgeted funds. It also includes the acquisition of non-purchase order items as listed under Section 220.2. Direct pay items will be processed by Finance, utilizing a Direct Pay form or as specified by the Finance Department.

(bb) **Emergency Purchase:** A procurement made in response to certain emergencies or when the delay caused by complying with all governing rules, regulations, and/or procedures would be detrimental to the health, safety and welfare of the County and/or its citizens when County property or equipment is endangered or when it is necessary to maintain or restore vital services to prevent non-compliance with Florida Statutes, regulatory laws or permits or to remedy situations which have the potential to cause major financial impact to the County should immediate action not be taken. The affected Department Director, the Purchasing Manager and the County Manager may declare an emergency under this Section, based on their level of authority as defined in the Seminole County Administrative Code. Lack of planning, or funding surpluses, do not justify emergency purchases.

(cc) **Employee:** An individual whether elected or not, drawing a salary or wages directly from the County, and any noncompensated individual performing personal services for the County or any department, agency, commission, council, board or any other entity established by the County.

(dd) **Evaluation Committee:** Recommendations for appointment of staff representatives of County government who have knowledge and interest in the project shall be suggested by the Project Manager for acquisition of professional and consultant services under an RFP or PS. The committee should consist of Division Manager or designee, Project Manager, a staff member outside the requesting Division, and one or more appointed staff members. The committee should be approved by the Department Director. If the professional services to be provided is estimated to be over SEVEN HUNDRED FIFTY THOUSAND AND NO/100 (\$750,000.00) per year, a Deputy County Manager, if available, should be on the evaluation committee.

(ee) **Formal Contract:** Represents a legal obligation on the part of each party to the formal contract, which results from both parties' signatures being affixed to the contract documents and some additional obligation imposed by law. A formal contract does not include direct pay items or procurement card purchases. The County Attorney's Office will be responsible for preparing the final formal contract documents.

(ff) **Form or Standard Contract:** Model or skeletal documents (i.e., contract documents with blank spaces for the insertions of required information) utilized in substantially uniform contractual obligations.

(gg) **Goods:** Any tangible personal property other than services or real property or any procurement of tangible personal property wherein the submission of service related to installment, review or training is incidental or secondary.

(hh) **Gratuity:** A payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless given without consideration.

(ii) **Guarantee:** A contract or promise by one person to answer for the performance of another person.

(jj) **Indemnification and Insurance Requirement Sheet:** A standard document in which dollar limits will be reviewed by the Risk Management Office, should be included in the quote, bid or proposal package when applicable plus included in the contract.

(kk) **Invitation Bids:** All documents, whether attached or incorporated by reference, utilized for soliciting sealed bids for the procurement of construction, goods, and/or services.

(ll) **Letter of Renewal:** A document, generated by the County and approved by other party, to renew or extend the contract in accordance with the terms of the contract.

(mm) **Mandatory Bid Amount:** The minimum dollar amount established in the Seminole County Administrative Code by the Board of County Commissioners at and above which the formal competitive sealed bid process shall be used, except as otherwise provided herein.

(nn) **Maintenance Agreements for Equipment:** An agreement that defines services, parts and labor regarding maintenance of equipment. Signature authority for such maintenance agreements shall be as designated by the Board of County Commissioners in the Seminole County Administrative Code.

(oo) **Master Agreement:** A continuing contract to retain the services of consultant(s). The authorization for performance of services by the consultant shall be in the form of written work orders issued and executed by the County and signed by the consultant. Signature authority shall be as designated by the Board of County Commissioners in the Seminole County Administrative Code.

(pp) **Minority/Women Business Enterprise:** A firm at least 51% owned by minority group members, or in the case of a publicly owned business, at least 51% of the stock of which is owned by minority group members, which is determined during certification by the State or other certifying governmental agencies. The minority ownership must exercise day-to-day management and control of the business.

(qq) **Notice to Proceed:** A written notification from the Purchasing Division or Project Manager to the contractor to establish commencement of the contractor's responsibilities under the provisions of the contract.

(rr) **Originating Department/Division/Office (User Agency):** The Department/Division/Office requiring the goods or services and responsible for initiating and managing the contract.

(ss) **Public Agency:** A public entity subject to, or created by, local ordinance.

(tt) **Public Bid Disclosure Act:** *Florida Statutes, Section 218.50:* The Public Bid Disclosure Act states that any County permits or fees which are not disclosed in the bid or proposal or contract documents shall not be assessed or collected after the contract is let. The County cannot halt or delay construction in

order to collect any permits or fees, which were not provided for or specified in the bidding proposal or contract documents.

(uu) **Procurement:** Buying, purchasing, renting, leasing or otherwise acquiring any goods and/or services for public purposes in accordance with the law, rules, regulations and procedure intended to provide for the economic expenditure of public funds. It includes, but is not limited to, all functions which pertain to the obtaining of any supplies, materials, equipment and/or services including Construction projects and capital improvement projects, as defined herein, required by any department or agency of County government regardless of the source of funds or for which payment is made from County funds.

(vv) **Purchasing Card Program:** A program designed to improve efficiency in processing low dollar purchases of commodities or services that are under the unit price of a capital item as set forth by the Board of County Commissioners in the Seminole County Administrative Code from any vendor that accepts a credit card. It will allow the cardholder to purchase approved commodities and services directly from our vendors within the transaction monthly limits established for each card holder. Each purchase card is issued to a named individual and the County is clearly shown on the card as the Governmental buyer of goods and services.

(ww) **Professional Services (PS):** A solicitation for responses for CCNA services which include architectural, engineering, landscape architectural, and registered land surveying and mapping services as defined and prescribed under *Florida Statutes 287.055*.

(xx) **Project Manager:** A person designated by his/her Department/Division/Office Director to ensure compliance with County codes, resolutions and procedures for contracts which he/she originates. The Project Manager, along with the Division Manager is held accountable for contract compliance.

(yy) **Proposal:** an executed formal document submitted by a vendor to the County stating the goods and/or service offered to satisfy the need as requested in the Request for Proposal or Request for Information.

(zz) **Proprietary Purchase:** A purchase that occurs when there is more than one vendor who can provide the goods or services, but because of exigent circumstances only one specific vendor should provide the goods or services.

(aaa) **Purchase Order:** The County's document used to authorize a purchase transaction with a vendor, which contains provisions for goods and/or services ordered, applicable terms as to payment, discounts, date of performance, transportation and other factors or conditions relating to the transaction. Acceptance of a purchase order by a vendor shall constitute a contract, except in instances in which a purchase order is used only as an internal encumbrance document.

(bbb) **Quotation:** Any oral or written informal offer by a vendor to the County to furnish specific goods and/or services at a stated price.

(ccc) **Recycled/Recyclable Products:** Those products or materials which are defined as Recycled/Recyclable Products by *Section 403. 7065 (2), Florida Statutes*, and U.S.C. § 6901 et seq. "Resource Conservation and Recovery Act of 1976" and successor provisions.

(ddd) **Reoccurring charges:** Charges for the same item (commodity) that is purchased on a regular (monthly) predictable basis.

(eee) **Rental Agreements for Commodities:** An agreement that defines the terms and conditions, and provides a description of the product. The authority to sign rental agreements shall be as set forth in the Seminole County

(fff) **Request for Information (RFI):** A solicitation for response from interested and prospective vendors/contractor receipt of responses to the RFI, the County may develop specifications for an Invitation for Bids or criteria



for a Request for Proposal, either of which may be issued to qualified proposers who submitted responses to the RFI.

(ggg) **Request for Proposals (RFP):** A solicitation for response for a good and/or service for which the scopes of work, specifications or contractual terms and conditions cannot reasonably be closely defined. Evaluation of a proposal is based on prior established criteria wherein the RFP shall state the relative importance of price and other evaluation factors.

(hhh) **Request for Quotations (RFQ):** A solicitation for written price offers designed for the quick purchase of goods and/or services over TEN THOUSAND AND NO/100 DOLLARS (\$10,000.00) and under TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$25,000.00) which contains a defined statement of specifications and/or scope of work or services, and other applicable provisions.

(iii) **Requisition or Work Order Form:** A document generated by the originating department and forwarded to the Purchasing Division for the request of goods or services.

(jjj) **Responsible Bidder, Proposer, or Respondent:** A person who has the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, ability, reliability, capacity, facilities, equipment, financial resources and credit which will assure good faith performance.

(kkk) **Sales Tax Recovery:** The County will have the option of purchasing all, any, or none of the materials and equipment included in each contract agreement directly from the manufacturer or supplier. The County is exempt from payment of sales and use tax on the purchase of any goods and/or services subject to such tax per Seminole County Resolution No. 96-R 177, *Florida Statute 212.08* and Rule 12A, Florida Administrative Code.

(lll) **Services:** The furnishing of primarily labor, time, and/or effort by consultants or contractors, wherein the submission of goods or other specific end products other than reports, studies, plans, advisories, contractual documents, or other documents relating to the required performance is incidental or secondary. This term shall not include employment agreements or collective bargaining agreements.

(mmm) **Small Business Enterprise:** A United States business which is independently owned and operated, does not primarily involve the practice of a profession, employs twenty-five (25) or fewer permanent, full-time employees, and has assets of less than one million dollars.

(nnn) **Sole Source:** The only existing source of an item which meets the needs of the user department as determined by a reasonably thorough analysis of the marketplace.

(ooo) **Specification:** A concise statement of a set of requirements to be satisfied by a product, material, service, or process used in an Invitation for Bids or Request for Quotation to describe the goods and service to be purchased or otherwise required. Any description of the physical or functional characteristics, or of the nature of a supply, service, or construction item. It may include a description of any requirement for inspecting, testing, or preparing a supply, service, or construction item for delivery.

(ppp) **Sunshine Law: Florida Statutes, Section 286.011:** Florida government in the Sunshine Law requiring meeting to be open to the public. Committees involved in the selection and negotiation of vendors are governed by this law.

(qqq) **Surety Bonds:** A document from the contractor which is issued to guarantee that an obligation will be fulfilled.

(rrr) **Suspension:** Temporary debarment for a period not to exceed three years.

(sss) **Tangible Personal Property:** Equipment with an original acquisition cost that exceeds the fixed asset amount as set by the Board of County Commissioners in the Seminole County Administrative

Code or more, having a normal expected life of one year or more, which are not fixed in place and not an integral part of a structure or facility, and which are not consumed in use.

(ttt) **Transmittals:** Interdepartmental form printed by the Purchasing Division to let the departments know the contract/work order is in the process of being completed and funds encumbered.

(uuu) **User Department:** That department within the County government which requests and utilizes goods and/or services procured under this code.

(vvv) **Warranty:** The representation, either express or implied, that a certain fact regarding the subject matter of a contract is presently true or will be true.

(www) **Work Order:** Authorization for performance of professional or consulting services under Master Agreements. Signature authority shall as designated by the Board of County Commissioners in the Seminole County Administrative Code.

#### **Sec. 220.5 Waiver of requirements.**

The Board of County Commissioners may, when deemed to be in the best interest of the County, waive any and all requirements set forth in Chapter 220 and proceed thereafter to take whatever action is deemed to be in the best interest of the County. (§ 30, Ord. No. 76-15, 6-29-76; § 33, Ord. No. 78-26, 10-24-78; § 1.11, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

#### **Secs. 220.6 - 220.10 Reserved.**

## **Chapter 220 - Purchasing**

### **PART 1 PURCHASING CODE ARTICLE II - ORGANIZATION**

#### **Sec. 220.11 Centralized purchasing system created; purpose; basis of operation provided.**

There is hereby created a system of centralized County Purchasing within Seminole County whose purpose is to procure for the County all necessary supplies, equipment, professional and consultant services, construction and/or combination of goods and services in such a manner which:

(a) Will best meet the needs of using Departments.

(b) Will provide the most appropriate quality of supplies or services or both.

(c) Will result in the least total expense considering, as a minimum, initial cost, operating and maintenance costs, and estimated useful life.

(§ 2.1, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

#### **Sec. 220.12 Division of purchasing created; manager of purchasing.**

There is hereby created the Division of Purchasing within Seminole County and, in said Division, the position of the Purchasing Manager who shall be responsible for County purchases and shall have such powers, duties and responsibilities as set forth in Chapter 220, including the authority to approve all purchases and sign those agreements, contracts, work orders, change orders, and purchase orders for the purchase of goods and/or services governed by the Purchasing Code, the Seminole County Administrative Code and Internal Procedures of Purchasing and Contracting, provided they are in conformance with the law and all applicable rules. The Purchasing Manager shall serve as the principal public Purchasing official for the County, and shall be responsible for the procurement of supplies, services, and construction in accordance with the Seminole County Purchasing Manual, as well as the marking, recording, and accounting for tangible personal property as defined in the *Florida Statutes, Section 274.02*. In accordance with Chapter 220, and subject to the supervision of the Fiscal Services Director, the Purchasing Manager shall

(a) Administer the central purchasing and contracting system for the County.

(b) The Purchasing Manager may purchase directly, without bid or quotations, from GSA Federal, State or local contracts when the contract expressly permits or if the awarding governmental entity and the vendor agree to allow the County to purchase from those contracts.

(c) Adopt operational procedures and policies relating to the execution of duties that are in compliance with Chapter 220, and with the appropriate approvals. These procedures are set forth in the Purchasing Manual under Chapters 330, Seminole County Administrative Code and Chapter 440, Internal Procedures of Purchasing and Contracting.

(d) Take all necessary action to further the objectives of the County regarding promotion and encouragement of Minority and Women Businesses' participation in the procurement process;

(e) The Purchasing Manager may delegate rights, powers, and authority vested in him/her to subordinate Purchasing Division employees, or other County staff, when deemed necessary by the Purchasing Manager, provided such staff shall comply with all applicable laws, rules and procedures established by the County.

(f) Perform other duties as directed by the Board, the County Chairman, the County Manager or the Fiscal Services Director.

(§§ 4, 5, Ord. No. 76-15, 6-29-76; §§ 4, 5, Ord. No. 78-26, 10-24-78; § 2.2, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

(g) The Purchasing Manager with the concurrence of the County Manager has authority to make any changes to the Internal Procedures of Purchasing not in conflict with the Purchasing Code. The Purchasing Manager will summarize these changes and notify the Board of County Commissioners of the changes that were made to the Internal Procedures

(h) All purchasing decisions delegated to Directors and the Purchasing Manager specified within this manual are understood to be subject to review authority of the County Manager pursuant to his/her responsibilities granted by the Seminole County Charter.

**Sec. 220.13-220.14 Reserved**

**Sec. 220.15 Encumbrance of funds.**

No Contracting Officer, except in case of emergency procurements, utilization of authorized procurement cards or purchases of direct pay items shall award any contract, issue any order for delivery on a contract or make any open market purchase until the Finance Division of the Clerk of Circuit Court shall have certified, after pre-audit, that there is a sufficient unencumbered appropriation balance. Direct pay items or procurements card purchases, library books and materials are exempt from the competitive bid process and the pre-audit, encumbrance process. The Board of County Commissioners may provide, by resolution, exceptions to this requirement. (§ 10, Ord. No. 76-15, 6-29-76, § 10, Ord. No. 78-26, 10-24-78; § 2.5, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

**Sec. 220.16 Unauthorized purchases prohibited.**

Except as provided within Chapter 220 or in any resolution adopted under the provisions of the Seminole County Administrative Code, it shall be prohibited for any County employee to order the purchase of any goods or services or make any contract over the approved fixed asset amount within the purview of Chapter 220 other than through the Division of Purchasing, unless utilizing an authorized procurement card. County employees will be held accountable for unauthorized purchases and appropriate disciplinary action will be taken pursuant to the Seminole County Personnel Policies and Procedures. The department committing the unauthorized purchase will document the incident with a memo to the County Manager explaining the details of the unauthorized purchase. These details must include a brief summary of what happened and the corrective action that the Director has taken to prevent unauthorized purchases in the future. The memo shall state any disciplinary action taken and request the County Manager approve the unauthorized purchase if under FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00). Unauthorized purchases of FIFTY THOUSAND AND NO/100 DOLLARS (\$50,000.00) and greater shall be submitted to the Board for approval. Any purchase or contract made contrary to the provisions hereof shall not be binding on the County unless approved by the Board. (§ 2.6, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 86-4, 4-8-86; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

**Secs. 220.17 - 220.40 Reserved.**

## **Chapter 220 – Purchasing**

### **PART 1 PURCHASING CODE**

#### **ARTICLE III - SOURCE SELECTION AND CONTRACT FORMATION**

##### **Sec. 220.41 Emergency procurements.**

In case of any emergency the County Manager or Deputy County Manager or Purchasing Manager, with the concurrence of the County Chairman or Vice Chairman in the Chairman's absence, may authorize emergency purchases in the amounts as authorized by the Board in the Seminole County Administrative Code. The County Manager and Purchasing Manager may make or authorize emergency purchases without the concurrence of the County Chairman or Vice-Chairman in amounts as authorized by the Board in the Seminole County Administrative Code and Department Directors may make or authorize emergency purchases in amounts as authorized by the Board of County Commissioners in the Seminole County Administrative Code. An emergency occurs when certain conditions might adversely affect the life, health, safety and welfare of County employees or its citizens, or when County property or equipment are endangered, or when it is necessary to maintain or restore vital services, to address non-compliance with Florida Statutes or other regulatory laws and permits, or situations which may cause major financial impact to the County should immediate action not be taken.

It shall be the responsibility of all authorized personnel to ensure the emergency purchases are done in accordance with the Seminole County Code, the Seminole County Administrative Code and the Internal Procedures of Purchasing and Contracting. Departmental officials shall not use the emergency purchase procedure to abuse or otherwise purposely circumvent the regular established purchasing procedure. Those delegated the authority to issue emergency purchases are also authorized to waive the bid process within their authority level in the event of an emergency. A report listing all emergency purchases exceeding the mandatory bid limit shall be submitted to the Board at the next regularly scheduled Board meeting. (§ 26, Ord. No. 76-15, 629-76; ~ 27, Ord. No. 78-26, 10-24-78; § 3.6, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

##### **Section 220.42 Litigation support services.**

Notwithstanding any other provisions of Chapter 220, the County Attorney may make or authorize others to make procurements of legal and legal support services including expert witnesses, mediation services or other related services where procurement is necessary in the prosecution or defense of any matter in a legal proceeding. The Purchasing Manager and the Board of County Commissioners shall be notified as soon as practicable after exercise of litigation procurement authority. (§ 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

##### **Secs. 220.43 - 220.50 Reserved**

## **Chapter 220 – Purchasing**

### **PART 1 PURCHASING CODE ARTICLE IV - SPECIFICATIONS**

#### **Sec. 220.51 Maximum practicable competition.**

All specifications shall be drafted so as to promote overall economy for the purposes intended and encourage maximum free and open competition in satisfying the County's minimum needs, and shall not be unduly restrictive. The policy enunciated in this Section applies to all specifications, including, but not limited to, those prepared for the County by architects, engineers, designers, and draftsmen. This Section shall not be read to preclude the County from standardization on a name-brand product in accordance with the provisions of Section 330.17 of the Seminole County Administrative Code. (§ 4.1, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93 § 2, Ord. No. 97-44, 10-28-97).

#### **Secs. 220.52 - 220.60 Reserved.**

**Chapter 220 – Purchasing**

**PART 1 PURCHASING CODE**  
**ARTICLE V - CONTRACT ADMINISTRATION**

**Secs. 220.61 - 220.70 Reserved**

**Chapter 220 – Purchasing Code**

**PART 1 PURCHASING CODE**  
**ARTICLE VI - BONDS AND BID SECURITY**

**Secs. 220.71 - 220.80 Reserved**



**Chapter 220 – Purchasing Code**

**PART 1 PURCHASING CODE**

**ARTICLE VII CONTRACT CLAUSES AND THEIR ADMINISTRATION**

**Secs. 220.81 - 220.90 Reserved**

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## **Chapter 220 – Purchasing**

### **PART 1 - PURCHASING CODE**

#### **ARTICLE VIII - PROFESSIONAL SERVICES (CCNA)**

##### **Sec. 220.91 Professional services requirements - competitive selection under CCNA.**

The County shall acquire professional services including professional architectural, engineering, landscape architectural, land surveying or mapping services from the most qualified and competent individuals and firms at a fair and competitive compensation while complying with the requirements of *Florida Statutes, Chapter 287.055* (Consultant's Competitive Negotiation Act - CCNA). If *Florida Statutes, Chapter 287.55* changes, this Code shall self amend for compliance with the Florida Statutes without separate Board amendment. (§ 2, Ord. No. 97-44, 10-28-97).

##### **Secs. 220.92 - 220.96 Reserved**

##### **Sec. 220.97 Public emergency.**

In the case of public emergencies, the Chairman of the Board of County Commissioners may declare that an emergency exists and authorize negotiations with the most qualified firm available at that time. (§ 2, Ord. No. 97-44, 10-28-97).

##### **Sec. 220.98 Reserved**

**Chapter 220 – Purchasing**

**PART 1 - PURCHASING CODE**  
**ARTICLE IX - DEBARMENT OR SUSPENSION**

**Sec. 220.99 Debarment or Suspension.**

Bidders may be debarred or suspended in accordance with criteria and procedures specified in the Administrative Code.

**Secs. 220.100 - 220.104 Reserved**

**Chapter 220 – Purchasing**

**PART 1 - PURCHASING CODE**

**ARTICLE X - PROTESTS, APPEALS AND REMEDIES**

**Sec. 220.105 Authorization.**

Procedures for protesting bids or contracts awards shall be stated in the Administrative Code.

**Secs. 220.106 - 220.110 Reserved**

## **Chapter 220 – Purchasing**

### **PART 1- PURCHASING CODE ARTICLE XI - ETHICS IN PUBLIC CONTRACTING**

#### **Sec. 220.111 Personnel policies and procedures.**

All County employees shall comply with the provisions set forth under Section 100, Code of Conduct, of the Seminole County Personnel Policies and Procedures Manual. (§ 2, Ord. No. 97-44, 10-28-97).

#### **Sec. 220.112 Use of confidential information.**

It shall be unethical for any employee or former employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person. (§ 11.7, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

#### **Sec. 220.113 Recovery of value transferred or received in breach of ethical standards.**

(a) General Provisions: The value of anything transferred or received, in breach of the ethical standards of Chapter 220 by an employee or a non-employee, may be recovered from both employee and non-employee.

(b) Recovery of Kickbacks by the County: Upon showing that a subcontractor made a kickback to a prime contractor or a higher tier subcontractor, in connection with the award of a subcontract or order thereunder, it shall be conclusively presumed that the amount thereof was included in the price of the subcontract or order and ultimately borne by the County, and this amount will be recoverable from the recipient. In addition, that amount may also be recovered from the subcontractor making such kickbacks. Recovery from one offending party shall not preclude recovery from other offending parties. (§ 11.9, Ord. No. 83-2, 1-11-83 § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

#### **Sec. 220.114 Notice requirements.**

If a contract is funded, in whole or in part, by the U. S. Environmental Protection Agency, the Purchasing Manager shall:

(a) Inform EPA's project officer in writing of any violations of law or standards of conduct related to the EPA-funded project, and any prosecution or disciplinary actions taken by the County.

(b) Cooperate with Federal officials in any prosecution or disciplinary action.

(§ 11.10, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93; § 2, Ord. No. 97-44, 10-28-97).

#### **Sec. 220.115 Kickbacks.**

(a) Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

(b) Contract Clause. The prohibition against gratuities and kickbacks prescribed in this Section shall be conspicuously set forth in every contract and solicitation. Awarded contractors and County employees shall agree they will not engage in any action that would create a conflict of interest in the performance of their obligation with the County or would violate or cause others to violate the provisions of Chapter 112, Florida Statutes, relating to ethics in government or pursuant to Section 216.347, Florida Statutes, monies received from the County pursuant to an awarded contract shall not be used for the purpose of lobbying the Legislature or any other Federal or State agency.

(1) All County contracts or agreements with any person or entity, public or private, shall contain a provision which obligates the person or entity contracting with the County not to cause any ethical violation by a County officer or employee and providing for the County to unilaterally terminate the contract in such an event.

(c) Gifts. When dealing with vendors who can supply the County with goods or services, the acceptance of gifts at any time, other than advertising novelties of nominal value (less than \$25.00) is prohibited. Acceptance of elaborate entertainment (over \$25.00) is also prohibited. The value of gifts and entertainment that is acceptable is pursuant to the Personnel Policy. Employees must not become obligated to any suppliers or vendors and shall not conclude any County transaction from which they may personally benefit. No employee of the County shall obligate the County whereby said employee may derive income or benefits other than those provided as remuneration from the County for their employment.

(§ 11, Ord. No. 76-15, 6-29-76; § 11, Ord. No. 78-26, 10-24-78; § 11.3, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93).

**Sec. 220.116 Prohibition Against Contingent Fees.**

It shall be unethical for a person to be retained, or to retain a person to solicit or secure a Seminole County contract for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

(§ 11.4, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93).

**Sec. 220.117 Contemporaneous Employment Prohibited.**

It shall be unethical for any County employee to become or to be the employee of any other person or entity contracting with Seminole County.

(§ 11.5, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93).

**Sec. 220.118 Waivers From Contemporaneous Employment Prohibition and Other Conflicts of Interest.**

The County Manager may grant a waiver to the employee conflict of interest provision or the contemporaneous employment provision upon making a written determination that:

(a) The contemporaneous employment or financial interest of the County employee has been publicly disclosed,

(b) The County employee will be able to perform his or her procurement functions without actual or apparent bias or favoritism; and

(c) The award will be in the best interest of the County.

(§ 11.6, Ord. No. 83-2, 1-11-83; § 1, Ord. No. 93-3, 4-5-93).

**Sec. 220.119 Use of Confidential Information.**

It shall be unethical for any employee or former employee to knowingly use confidential information for actual or anticipated personal gain, or for the actual or anticipated personal gain of any other person.

(§ 11.7, Ord. No. 83-22, 1-11-83; § 1, Ord. No. 93-3, 4-5-93).

**Secs. 220.120 - 220.150 Reserved.**



**Chapter 220 – Purchasing**

**PART 1 - PURCHASING CODE**

**ARTICLE XII - SMALL BUSINESS/MINORITY/WOMEN BUSINESS ENTERPRISES**

**Secs. 220.151 - 220.160 Reserved.**



## **Chapter 220 – Purchasing**

### **PART 1 - PURCHASING CODE ARTICLE XIII - DESIGN/BUILD CONTRACTS**

#### **Sec. 220.161 Design/build authority.**

The Purchasing Manager is authorized to determine if a County project shall be design/build and performed by a professional as defined in *Section 287.055, Florida Statutes*.

#### **Sec. 220.162 Design criteria package.**

All design/build projects require a design criteria package to define the project parameters which are to be used to evaluate and govern the proposal. The design criteria package consists of concise performance oriented drawings and/or specifications, of the project.

The design criteria package shall be prepared and sealed by a design criteria professional employed by or retained by the County.

#### **Sec. 220.163 Selection of design criteria professional and design/build firm.**

Except in public emergency projects, the design criteria professional and design/build firm shall be selected in accordance with the requirements of the Seminole County Code and the Florida Statutes.

#### **Secs 220.164 - 220.170 Reserved.**

**Chapter 220 - Purchasing**  
**PART 1 - PURCHASING CODE**  
**ARTICLE XIV - BONDS**

**Sec. 220.71 Surety bonds.**

The Purchasing Manager, or designee, is responsible for insuring that surety bonds are maintained. Before commencing work on the construction of a public building or repairs upon a public building or public work, the contractor shall deliver to the County a payment and performance bond which will be recorded in the public records of the County. The bond must state the name and principal business address of both the principal and the surety and must contain a description of the project sufficient to identify it.

Performance bonds for sub-divisions do not need to be recorded in the public records of the County. (§ 2, Ord. No. 97-44, 10-28-37,.

**Secs. 220.172 - 220.179 Reserved.**

**Chapter 220 – Purchasing**

**PART 1 - PURCHASING CODE  
ARTICLE XV - PURCHASING CARD**

**Secs. 220.180 - 220.189 Reserved**